

A WIDOW'S HOTEL WAR.

KEY & CRAWFORD COUNTERMARCHES—JUDGE GILBERT'S PROTOCOL—THE LINE OF BATTLE IN RICHMOND COUNTY.

About midway between Tompkinsville and New Brighton, on Staten Island, situated on a point looking

is the former residence of Mr. August Belmont. Some years since, Mr. Belmont ceasing to occupy the building as a residence, and it being of immense size, containing over one hundred rooms, it was rented by

hotel. In 1873 Mr. De Camp shuffled off this mortal coil, leaving the furniture and his good will of the place to his widow, Olivia, who, for about three years thereafter, continued to run the establishment. In

sey and Matthew J. Crawford, both of whom had been employed in the hotel by her husband and herself. This sale was made for the sum of \$15,000, \$1,000 of which was paid down in cash, and notes given for the balance, each for \$2,000, payable on the 1st of August of each year, and to secure payment of which a mortgage was given on the furniture. The contract of sale contained a clause to the effect that if the hotel was not opened on the 1st of May in each year the furniture was to revert to her on the first default, all the way had already paid on account of it. The present owner of the building is Mr. George O. Tullman, and from him Mrs. De Camp had a five years' lease, with the privilege of renewing, at \$7,000 a year, and she sublet to Dempsey & Crawford by the year at the same rate. The rent, according to the conditions of the lease, was payable in installments of \$2,000 on the 1st of July, \$2,500 on the 1st of September, and \$2,500 on the 1st of November of each year. The new proprietors paid the first installment of \$1,000 on completing their contract for the furniture, and the first note of \$2,000 in August last. They also paid directly to the landlord the first and second annual installments for rent, and in relation to the third installment of \$2,500, payable in November last, agreed with him to let it run over until this season.

A FORCED MARCH.

When the 1st of November arrived Mr. Dempsey was living in New York for the winter, and Mr. Crawford, his partner, was working in the hotel, but he was not there but once a week. In the hotel the family of Mr. Dempsey was residing, and at their table Mrs. De Camp, who continued to occupy a room in the hotel, partook of the family meals, and was very lively and cheerful as one family. When the November rent fell due Mrs.

Crawford, who had accepted the amount, and, she being the party who rented from him, the owner was obliged to accept. On the day following she went before Justice of the Peace, Walter J. Starnes, and obtained a writ of dispossession warrant against Messrs. Dempsey & Crawford for non-payment of rent to her. This she is alleged to have shown to her husband, who then obtained on either of them for the payment of the rent. The warrant was served on some member of Mr. Crawford's family, and he was taken to jail, and neither he nor his partner knew anything of the proceedings until noon of the day on which the warrant was returnable, and then they discovered that judgment had been rendered in favor of Mrs. Crawford, before. Being already in the house, Mr. De Camp had little trouble in getting formal possession under her name.

being sick at the time. With matters in this condition Mrs. De Camp found herself again in a predicament, suggested by the owner of the furniture and the payment of the \$3,000 paid on account of it, as it would be impossible for Dempsey & Crawford to open on the 1st of this May, according to the conditions of the contract. Mrs. De Camp, however, who the law had thus thrust out. With this impression also the thus summarily dispossessed tenants, related in sadness and regret until January 1st, when the court issued a decree for the return of the furniture. Their action Mrs. Crawford went immediately to station letters to demand of Mrs. De Camp possession of the furniture. The latter refused to be viewed.

A COUNTER MOVEMENT.

On the following day, under legal advice, he went again with a wagon and men to remove the furniture. This, it was supposed, would be the end of the matter. But his hiding place, and it was, when a formal demand for possession was made. She, of course, refused, and on this refusal an action was brought for the return of the furniture. Damages being laid at \$20,000. Another suit was also commenced to compel her to pay in money for what she had eaten at Mr. Crawford's table, and to demand that she be ejected by the sheriff. So then applied to the Supreme Court in this city and got an injunction restraining Dempsey & Crawford from interfering with the furniture. This was granted on Feb. 12, 1893, and has now been

commencement of their suit for conversion of the furniture plaintiffs' attorneys got a writ of certiorari to review the proceedings before Justice Gubbins, under which Mrs. De Camp had such a sudden transition from the position of guest to that of proprietor of the hotel. The ground on which the Justice's judgment was sought to be set aside was that no proper demand for the rent had been made on the tenants preceding the application

Crawford was fully prepared to pay it. This certiorari was argued in Kings county, and a decision has just been rendered in the Supreme Court of that county setting aside the proceedings to dispossess, with costs, and issuing a writ of restitution to the Sheriff of Richmond county, directing him to put Messrs. Dempsey & Crawford in possession of the hotel and furniture.

JUDGE GILBERT'S PROTOCOL.

Yesterday the plaintiffs, accompanied by one of their

being put in possession by Sheriff Gilchrist, who, when regular court day comes, will be confronted at the point of attack by a constable and four deputies. Not only was the latter in command of superior force, but he had an auxiliary at his command in the shape of a three days' stay of proceedings from Judge Gilchrist. The sheriff was, however, not to be troubled with a view to allow Mrs. De Camp to perfect an appeal from the decision setting aside the dispositive proceedings, although the opposite party thought it was for the purpose of allowing her time to get quietly out. Whatever may have been the motive, and the end of the matter, it is a sharp reminder to restrain the Sheriff from attacking the constable and his host, insure a three days' truce, and,

THE STATES QUO.

In the meantime Messrs. Dempsey & Crawford have advertised to open the hotel on the lot of next month, and so has Mrs. Olivia De Camp, the latter possibly assuming that if she can "hold the fort" until after the 1st of May and prevent the former from opening on that day the condition of the sale will be broken and she can keep the hotel.

BUSINESS TROUBLES.

Meetings of the creditors of John Q. Hoyt and Andrew McKinney, the well known railroad specula-

Dayton. As both men were jointly interested in most of the transactions the meetings were held at the same time, and the creditors filed their claims against both parties separately, although in many instances they were for the same amount. Very few creditors attended personally, but a large number were represented and a great many proofs of debt were taken. The choice of an assignee was first in order, and after consultation it was found that all the creditors were in

For of Mr. Cass, who was declared duly elected assignee in the above case. Several hours were occupied in the creditors filing their proofs of debt, and claims amounting to over \$300,000 in the case of each bankrupt were admitted. The principal claims for which both are jointly liable submitted by the Register are as follows:—Trenor V. Park, \$120,465; W. H. Hollister, \$34,200; P. B. Webster, \$23,850; Peter, Lowery & Soren, \$21,174; Putnam County National Bank, \$3,002; W. B. Warren, \$1,938. A large number of other claims were also admitted. Indemnity Company were filed against Mr. Hoyt for \$12,743 and against Mr. McKinney for \$55,745. A warrant was issued by the County of Madison, New York by Regie Williams against Michael M. Vandeyke, the hotel keeper, of No. 23 Catherine slip, who is adjudicated an involuntary bankrupt, on the petitions of

of No. 200 Chatham street, held a meeting at the office of Register Allen yesterday, and a majority of them agreed to accept a composition of thirty cents on the dollar on an indebtedness of \$165,000.

Proceedings on the part of Robert J. Wright for a composition of five cents on the dollar on the dollar were held before Register Allen yesterday, but an adjournment was taken before any conclusion was reached.

THE OCEAN NATIONAL BANK.

Theodore M. Davis, receiver of the Ocean National Bank, commenced paying yesterday, at his office in Nassau street, a dividend of five per cent to the depositors in that institution.

BROOKLYN BRICKLAYERS.

The Bricklayers' Union of Brooklyn have resolved to "go out" to-day.

coaster shall pay them what they are willing to pay. It is the intention of the men to demand \$2.50 per day. Should the employers refuse to pay this rate they will go on strike.

FOOTBALL

NEW YORK, April 5, 1877.

To THE EDITOR OF THE HERALD:—

In answer to A. B. Kahnweiler's notice in the Herald of to-day, I think that a football ground is not needed. As for persons who like to play football, I think they can get the use of a vacant lot to do just as well, by inserting this in your valuable paper you will greatly oblige

LEXINGTON.